

**TRANSMITTAL AND NOTICE OF APPROVAL OF
STATE PLAN MATERIAL**

FOR: HEALTH CARE FINANCING ADMINISTRATION

1. TRANSMITTAL NUMBER:

0 0 — 0 2 5

2. STATE:

Iowa

3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL
SECURITY ACT (MEDICAID)TO: REGIONAL ADMINISTRATOR
HEALTH CARE FINANCING ADMINISTRATION
DEPARTMENT OF HEALTH AND HUMAN SERVICES

4. PROPOSED EFFECTIVE DATE

July 1, 2000

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION:

42 CFR 431.615

7. FEDERAL BUDGET IMPACT:

a. FFY 00 \$ 44

b. FFY 01 \$ 131

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

Supplement 16 to Attachment 4.16-A,
pages 1 through 169. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION
OR ATTACHMENT (If Applicable):Supplement 16 to Attachment 4.16-A,
pages 1 through 10 (MS-99-32)

pen + ink per ME Insdau 10/2/00

10. SUBJECT OF AMENDMENT:

Renewal of agreement with state Title V agency for assessment, planning, and care
coordination activities related to EPSDT.

11. GOVERNOR'S REVIEW (Check One):

- ☒
- GOVERNOR'S OFFICE REPORTED NO COMMENT
-
- ☐
- COMMENTS OF GOVERNOR'S OFFICE ENCLOSED
-
- ☐
- NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

☐ OTHER, AS SPECIFIED:

12. SIGNATURE OF STATE AGENCY OFFICIAL:

13. TYPED NAME:

Jessie K. Rasmussen

14. TITLE:

Director

15. DATE SUBMITTED:

September 26, 2000

16. RETURN TO:

Director
Department of Human Services
Hoover State Office Building, 5th Floor
Des Moines, IA 50319-0114**FOR REGIONAL OFFICE USE ONLY**

17. DATE RECEIVED:

09/28/00

18. DATE APPROVED:

DEC 18 2000

PLAN APPROVED - ONE COPY ATTACHED

19. EFFECTIVE DATE OF APPROVED MATERIAL:

JUL 1 2000

20. SIGNATURE OF REGIONAL OFFICIAL:

21. TYPED NAME:

Thomas W. Lenz

22. TITLE:

ARA for Medicaid and State Operations

23. REMARKS:

cc:
Rasmussen
Headlee
CO

SPA CONTROL

Date Submitted 09/26/00

Date Received 09/28/00

EARLY AND PERIODIC SCREENING, DIAGNOSIS
AND TREATMENT (EPSDT)

MEMORANDUM OF AGREEMENT

BETWEEN THE

IOWA DEPARTMENT OF HUMAN SERVICES

AND

IOWA CHILD HEALTH SPECIALTY CLINICS

July 1, 2000

through

June 30, 2001

TN No. MS-00-25
Supersedes TN No. MS-99-32

Approval Date DEC 18 2000
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**IOWA DEPARTMENT OF HUMAN SERVICES
And
IOWA CHILD HEALTH SPECIALTY CLINICS**

CONTRACT NO:

1.0 IDENTITY OF PARTIES.

- A. The State of Iowa, Department of Human Services, (referred to in this document as "the Department") is the issuing agency for this Contract. The Department's address is: Hoover State Office Building, Des Moines, Iowa 50319
- B. Iowa Child Health Specialty Clinic (CHSC) (referred to in this document as "Contractor") is the contracting entity, and is entering into this Contract to provide the products and or services defined in 6.0. The address of the Contractor is: University Hospital School, 100 Hawkins Drive, Room 246, Iowa City, Iowa, 52242-1011.

2.0 DURATION OF CONTRACT.

The term of this Contract shall be July 1, 2000 through June 30, 2001, unless terminated earlier in accordance with the Termination section of this Contract.

3.0 DEFINITIONS.

The abbreviations "CHSC" for "Iowa Child Health Specialty Clinics", "DHS" for "Iowa Department of Human Services", and "EPSDT" for "Early and Periodic Screening, Diagnosis and Treatment" will be used in this Agreement. The children served under this Agreement will be EPSDT-eligible children with complex special health care needs. These children have severe chronic illness, depend on technology assistance for daily life support or have complex health needs requiring many community services.

4.0 PURPOSE.

The parties have entered into this Contract for the purpose of defining the responsibilities of the parties hereto in assessment, planning, and care coordination activities related to the recipients of the Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT) of the Iowa Medical Assistance Program. (Title XIX).

5.0 INCORPORATION OF RFP DOCUMENTS.

There is no RFP to incorporate in this agreement.

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6.0 SCOPE OF SERVICES.

The Contractor shall provide the following services in accordance with the defined performance expectations as set forth below

CHSC shall employ staff in the CHSC central and regional offices who can provide DHS with technical assistance and consultation regarding children with complex health care needs.

A. For recipients of the Title XIX Program who are children with complex special health care needs, a designated CHSC nurse consultant shall assist DHS as needed in the following:

1. Explain the EPSDT program to families and community service providers concerning expanded OBRA 89 services, exceptions to policy, importance of periodic screening services for children with complex special health care needs, etc.
2. Assess the need for and adequacy of health care by reviewing the child's health and developmental needs and providing consultative care recommendations.
3. Coordinate multiple home and community services.
4. Provide resource and referral information, i.e., refer the child and family to appropriate services and be available for consultation/questions.
5. Provide parent/caregiver support and information about family support groups, respite programs, day care and other resources.
6. Facilitate, in special circumstances, diagnostic evaluation by a multidisciplinary team.
7. Provide follow up to assure that planned services were actually received.
8. Provide health related anticipatory guidance to parents/caregivers.
9. Provide other selected functions to enhance access to health care, e.g., early case finding/referral and facilitating communication/collaboration between parents/caregivers and providers or service agencies.

B. For assurance and administrative purposes related to Title XIX program children with complex special health care needs, the CHSC designated nurse consultant shall assist DHS as needed in the following:

1. Consult with DHS social workers to determine if the EPSDT services, provider qualifications and conditions of the EPSDT program are met.
2. Serve as an EPSDT resource and liaison for the child's health care providers and the needed community services.
3. Identify available personnel and resources needed to provide the home and community services.
4. Participate as a health consultant or facilitator at care conferences or home visits and assist in developing a family-centered care plan.
5. Encourage and assist EPSDT providers to perform and document EPSDT screening exams.

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6. Participate in the development and review of medically-related rules, policies and procedures pertaining to EPSDT.
7. Provide health-related technical assistance and consultation regarding children with complex special health care needs to professionals and consumers.
8. Serve on the EPSDT /Care for Kids Advisory Committee of DHS and related committees; helping to establish the periodicity schedule of health care, reviewing the content of EPSDT screens, and assuring that programs are coordinated and conducted without duplication of effort.
9. Work in collaboration with the Iowa Department of Public Health and other agencies who serve as EPSDT providers.

DHS staff shall perform the following duties in accordance with responsibility for eligibility determination:

1. Determine on at least an annual basis financial eligibility of persons applying for the Title XIX Program.
2. Determine service eligibility according to the DHS service program policies, considering recommendations for service needs from the child's primary case manager and the CHSC-designated EPSDT nurse consultant.
3. Assure the recipient freedom of choice of qualified EPSDT providers when the care plan is being established.
4. Assure that the recipient or representative is asked to participate in the EPSDT program at the initial determination of Medicaid eligibility and on an annual basis.
5. Inform the family of EPSDT recipients who are children with complex special health care needs about the services of CHSC as stated in this Agreement.
6. Refer to CHSC those recipients who are children with complex special health care needs and choose to participate in EPSDT. When DHS requests involvement of CHSC in an EPSDT client's case, the family will sign a release of information and DHS will contact, inform and update CHSC on the client's needs. DHS shall inform CHSC when a child is no longer receiving EPSDT services.
7. Inform EPSDT program families at the initial determination of Medicaid eligibility and on an annual basis concerning when and what routine EPSDT screenings are recommended.
8. Assist eligible providers in enrolling as a Medicaid EPSDT provider.
9. Make available in writing to CHSC all rules and regulations with references to EPSDT eligibility and service criteria. Prior to implementing new rules, CHSC will be notified and consulted for input on changes that affect children with complex special health care needs.
10. Provide Medicaid training to CHSC staff on site or by telephone conference within six weeks of a request from CHSC.

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7.0 COMPENSATION.

The Contractor will be paid for the services described in the Scope of Services section a fee not to exceed \$ 235,490 for the Contract period.

- A. The Contractor shall submit detailed invoices on a quarterly basis for services rendered. The invoices shall be submitted to the Department with appropriate documentation as necessary to support all charges included on the invoice. The Contract Number shall be placed on all claims for payment. Claims shall be submitted to:

Sally Nadolsky
Department of Human Services
Hoover State Office Building
Des Moines, IA 50319

- B. The invoices shall be reviewed by the Department for accuracy and adequacy of documentation before approval and submission to Payments and Receipts for processing. The State shall pay all approved invoices in arrears and in conformance with Iowa Code Section 421.40 and 701 IAC 201.1(2). The State may pay in fewer than sixty (60) days, as provided in Iowa Code Section 421.40. However, an election to pay in fewer than sixty (60) days shall not act as an implied waiver of Iowa Code Section 421.40.
- C. The Department may retain ten (10) percent of the Contractor's quarterly payments if the Department determines that the Contractor is non-compliant with the Contract terms. The Department shall notify the Contractor in writing of the noncompliance and provide the Contractor with an opportunity to cure the noncompliance in accordance with the Default and Termination section of this Contract.
- D. If the non-compliance is not substantially cured within the requisite time frame set out in the Default and Termination section, the Department may commence withholding ten (10) percent of the next payment and may continue to withhold ten (10) percent of the Contractor's succeeding payments until the noncompliance is cured, or the Department may pursue other remedies available to it under this Contract.

8.0 DEFAULT AND TERMINATION.

A. Termination for Cause by the Department

1. The occurrence of any one or more of the following events shall constitute cause for the Department to declare the Contractor in default of its obligations under this Contract:
 - a. Failure to observe any condition or perform any obligation created by the Contract; or
 - b. Failure to make substantial and timely progress toward performance of the Contract; or

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c. Failure of the Contractor's work product and services to conform with any specifications noted herein, or in the bid proposal, or RFP, if incorporated by reference.

1. Notice of Default by the Department: If there is a default event caused by the Contractor, the Department shall provide written notice to the Contractor requesting that the default be remedied immediately. If the default or noncompliance continues to be evidenced 30 days' beyond the date of the written notice, the Department may do one or more of the following:

Immediately terminate the Contract without additional written notice;

- a. or,
- b. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- c. **Termination upon Notice**

Either party may terminate this Contract, without penalty or incurring of further obligation, upon 60 days' written notice. The Contractor shall be entitled to compensation for services or goods provided prior to and including the termination date.

B. Termination Due to Lack of Funds or Change in Law by the Department

1. The Department shall have the right to terminate this Contract without penalty by giving 30 days written notice to the Contractor as a result of any of the following:
 - a. Adequate funds are not appropriated by the legislature to allow the Department to operate as required and to fulfill its obligations under this Contract; or
 - b. Funds are de-appropriated, not allocated, or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason; or
 - c. The Department's authorization to conduct business is withdrawn or there is a material alteration in the programs the Department administers; or
 - d. The Department's duties are substantially modified.
1. The Department will make reasonable efforts to secure funding in an effort to pay the Contractor under the terms of this Contract. If any appropriation to cover the costs of this Contract becomes available within 60 days subsequent to termination under this clause, the Department agrees to re-enter the Contract with the Contractor under the same terms as the original Contract, provided the Contractor is still available to provide the services.
2. In the event of termination of this Contract due to lack of funds or change in law, the sole remedy of the Contractor shall be payment for services completed prior to termination.

D. Immediate Termination by the Department. The following will be cause for immediate termination of the Contract upon written notice by the Department:

1. In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the

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date on which the license or certification is no longer in effect;

2. The Department determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;
3. The Contractor fails to comply with confidentiality laws or provisions.

Insolvency or Bankruptcy. In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state related to insolvency or the protection of rights of creditors, the Department may, at its option, terminate this Contract. In the event the Department elects to terminate the Contract under this provision, it shall do so by sending written notice to the Contractor.

- E. **Delay or Impossibility of Performance.** Neither party shall be in default under this Contract if performance is delayed or made impossible by an act of God. The delay or impossibility must be beyond the control and without the fault or negligence of the defaulting party. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and conditions of this Contract.

F. **Upon Expiration or Termination of this Contract, the Contractor Shall:**

1. Deliver to the Department within twenty (20) calendar days after such expiration or termination all data (and data base definitions), records, information and items, including partially completed plans, drawings, data, documents, surveys, maps, reports and models which belong to the Department;
2. Comply with the Department's instructions for the timely transfer of active files and work being performed by Contractor under this Contract to the Department or the Department's designee;
3. Protect and preserve property in the possession of the Contractor in which the Department has an interest;
4. Stop work under this Contract on the date specified in any notice of termination provided by the Department;
5. Submit to the Department invoices substantiating all charges for work performed by Contractor prior to the effective date of expiration or termination;
6. Cooperate in good faith with the Department, its employees and agents during the transition period between the notification of termination and the substitution of any replacement Contractor.

9.0 INSURANCE.

- A. The Contractor, and any subcontractors performing the services required under this Contract, shall maintain in effect, with insurance companies authorized to do business in the State of Iowa, at its own expense, insurance covering its work. The insurance shall be of the type and in the amounts reasonably required by the Department. The Contractor's insurance shall, among other things, insure against any loss or damage resulting from or related to the Contractor's performance of this Contract. All such insurance policies shall remain in full force and effect for the entire life of this Contract and shall not be canceled or changed except after thirty (30) days' written notice to the Department.

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B. Unless otherwise requested by the State, the Contractor shall, at its sole cost, obtain the insurance coverage(s) set forth below, each naming the State of Iowa and the Department as an additional insured or loss payee, as applicable:

Type of Insurance	Limit	Amount
General Liability		\$1 million
Automobile Liability, including any auto, hired autos and non owned autos		\$1 million
Excess Liability, with Third Party Liability Endorsement		\$2 million
Workers' Compensation	• As required by Iowa law	
Professional Liability Insurance		\$500,000

C. All insurance policies required by this Contract shall provide coverage for all claims arising from activities occurring during the term of the policy, regardless of the date the claim is filed or expiration of the policy.

D. The Contractor and any of its subcontractors performing work on this project shall submit certificates of insurance described above at the time of execution of this Contract. The receipt of such certificates does not constitute approval of the coverage contained on the certificates, and the Contractor remains responsible for determining that its insurance coverage meets each and every requirement of this Contract. Acceptance of the insurance certificates by the Department shall not act to relieve the Contractor of any obligation under this Contract.

The Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Department.

10.0 YEAR 2000 COMPLIANCE.

A. The Contractor warrants that each item of hardware, software, firmware, or a custom designed and developed software program or a system which is developed or delivered under this Contract, shall accurately process data, including, but not limited to, calculating, comparing and sequencing, from, into, between and among the nineteenth, twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item(s) documentation provided by the Contractor.

B. If the items to be developed and delivered under this Contract are to perform as a system with other hardware and/or software, then the warranty shall apply to the items developed and delivered as the items process, transfer, sequence data, or otherwise interact with other components or parts of the system. This warranty shall survive the term of this Contract. The remedies available to the Department for a breach of warranty includes, but is not limited to, repair or replacement of non-

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compliant items or systems.

- C. Nothing in this warranty shall be construed to limit any rights or remedies of the State under this Contract with respect to defects in the items other than Year 2000 compliance.

11.0 INTELLECTUAL PROPERTY.

A. Works Made For Hire

1. All information, reports, studies, object or source code, flow charts, diagrams, and other tangible and intangible material of any nature whatsoever produced by or as a result of any of the Contract services, and all copies of any of the foregoing, shall be the sole and exclusive property of the Department. All such materials and all copies shall be deemed "works made for hire" of which the Department shall be deemed the author.
2. To the extent that the materials are not deemed "works made for hire", the Contractor shall make an exclusive perpetual, royalty-free assignment of all copy rights in such materials to the Department. The Contractor shall not be entitled to make any use of the materials except as may be expressly permitted in this Contract.
3. The Department shall have the right to audit the source codes for any software developed by the Contractor and used in connection with this Contract. The source codes shall be deposited in a location mutually agreeable to the parties. The source codes for the software shall be audited at least once annually during the term of this Contract and any extension thereof.

Warranty Regarding Intellectual Property Rights. The Contractor warrants that, in the performance of this Contract, the Contractor's work product and the information, data, designs, processes, inventions, techniques, devices, and other

such intellectual property furnished, used, or relied upon by the Contractor will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the Contractor or others. The Contractor shall inform the Department in writing, in advance, if the Contractor's performance, furnishing, use, or reliance could reasonably be deemed to infringe any patent, copyright, trademark, trade dress, or other such intellectual property right of the Contractor or of others.

- B. Right to use Intellectual Property. To the extent the Contractor has the right to do so, the furnishing or using of any intellectual property by the Contractor in developing the software, system documentation, and system training shall confer the Department the unrestricted, irrevocable right under the Contractor's intellectual property rights, to make, have made, use sell, license, publish, and/or lease any such intellectual property without the payment of additional consideration by the Department.
- C. Pursuant to 45 CFR 95.617(b), the U.S. Department of health and Human Services (HSS) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes, such software, modifications and documentation.

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